

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

This Agreement is between the City of Salem (City) and the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division (Agency) in accordance with ORS 190.110. The Contract Administrators of this agreement are:

Agency	City
<p>Contract Administrator: Roseanne Nelson</p> <p>Title: Statewide Services Assistant Manager</p> <p>State of Oregon, Department of Consumer and Business Services, Building Codes Division</p> <p>1535 Edgewater St NW P.O. Box 14470 Salem, OR 97309</p> <p>Phone: (503) 373-0855 Fax: (503) 378-2322</p> <p>Email: celina.r.patterson@state.or.us</p>	<p>Contract Administrator: Jeff Starkey</p> <p>Title: Community Development Department, Building & Safety Division</p> <p>555 Liberty St. SE, Room 320 Salem, OR 97301</p> <p>Phone: (503) 540-2421 Email: jstarkey@cityofsalem.net</p> <p>FEBN: 93-6002249</p>

I. PURPOSE:

The purpose of this Agreement is to ensure that timely residential and commercial plan review and prefabricated structures inspections are performed as requested by the Agency.

II. TERM OF AGREEMENT:

This Agreement shall become effective on July 1, 2011, or the date at which every party has signed this Agreement whichever is earlier. This Agreement shall expire on May 31, 2013 unless otherwise terminated as set forth in section VII, or extended by written amendment.

III. STATEMENT OF WORK

Residential & Commercial Plan Review:

A. Subject to the City's determination that it has adequate resources to provide the service, the City shall:

1. Review structural plans of residential and commercial buildings, within timelines to be agreed upon by the parties and in accordance with applicable rules and statutes, for compliance with the state building code.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

2. Provide consultation and rechecks associated with plan reviews as needed.
3. Provide Agency with a plan review report.
4. Provide to the Agency a monthly request for payment with attached plan approval application.

B. The Agency shall:

1. Provide all necessary forms.
2. Provide plans to the City for review.
3. Give a minimum of 48 hours notice prior to a plan review request.

Inspection Services:

A. Subject to the City's determination that it has adequate resources to provide the service, the City shall:

1. Comply with all requirements and regulations of the ORS's and OAR's pertaining to Oregon Building Codes.
2. Provide State of Oregon certified/licensed inspectors.
3. Perform prefabricated structure, electrical, plumbing, structural/mechanical inspections as requested by the Agency within 48 hours.
4. Complete Inspection Report Form at the time of inspection (form provided by the Agency). Send copy of inspection report to the contract administrator for the Agency.
5. Provide identification upon entering a job site and the reason for the site visit.
6. Comply with the inspection notification requirements of applicable ORS's and OAR's.
7. Provide to the Agency a monthly request for payment to be submitted with a detailed spreadsheet listing date and location of inspection, type of inspection and inspection time spent.

B. The Agency shall:

1. Request work to be performed as necessary.
2. Provide all necessary forms.
3. Give a minimum of 48 hours notice prior to an inspection.
4. Provide site location, type of inspection needed, permit number and directional information.

IV. CONSIDERATION

A. The Agency agrees to pay the City at a rate of \$65.00 per hour for consulting and re-checks. For plan review and re-checks associated with plan review, the Agency agrees to pay the City 65% of the total plan review fee for each new plan review.

B. The Agency agrees to pay the City at a rate of \$75.00 per hour for inspections.

C. This payment shall be the sole monetary obligation of the Agency under this Agreement, and the Agency's obligation to pay is limited by the provisions of Section VII, Termination.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

D. The City agrees to submit invoices to the agency using Agency form (URL: <http://bcd.oregon.gov/pdf/2496A.pdf>) once per month. The final invoice for work completed under this Agreement shall be submitted within 30 days of the expiration or termination date of this Agreement.

E. All requests for payment shall include documentation described in Section III to justify payment under this Agreement and shall be submitted to:

Department of Consumer & Business Services
Building Codes Division
Attn: BCD FACS
PO Box 14470
Salem, OR 97309

F. The Agency shall make compensation within 30 days of receipt of the City's invoice.

G. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Agency's biennial appropriation or limitation.

V. TRAVEL AND OTHER EXPENSES

The Agency shall not reimburse for travel or other expenses. Inspection travel is limited to a fifteen (15) mile radius measured from Salem's City Hall.

VI. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

VII. TERMINATION

This Agreement may be terminated by mutual consent of both parties at any time or by either party upon thirty (30) calendar days' notice, in writing.

VIII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

IX. ALTERNATIVE DISPUTE RESOLUTION

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

X. INDEMNIFY

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Agency is jointly liable with the City (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Agency had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the Agency (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

XI. SUBCONTRACTORS

City shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the Agency and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

XII. SUBCONTRACTOR INSURANCE REQUIREMENTS

City shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between City and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. City shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, City shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. City shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall City permit a contractor to work under a Subcontract when the City is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the City directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

XIII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal, State, and local civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

XIV. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

XV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

XVI. AUDIT

The Agency reserves the right to audit, at the Agency's sole expense, all records pertinent to this Agreement.

XVII. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

XVIII. CONFIDENTIAL INFORMATION

City shall comply with ORS 646A and require subcontractors to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered for Agency, or stored by Agency for external parties. All requirements imposed on City under this section 5 shall also apply to its officers, employees, agents and subcontractors that have access to any Agency information computer system or other Agency Information Asset, and City shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any Agency computer system or other Agency Information Asset.

City shall:

Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency within fourteen (14) calendar days of the date such information changes for any reason;

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. City security measures must be documented in writing and be available for review by Agency upon request. Agency's review of the reasonableness of security measures, as well as City's compliance with Agency's assigned access control or security requirements, will take into account City's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by City, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of Agency's information systems and information assets

Take necessary actions to comply with Agency's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by Agency;

Keep any Agency-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by City and its agents or subcontractors in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about City's use or application of Agency access-controlled computer systems or Information Assets.

Report to Agency any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to Agency Information Assets. City shall report in the following manner

Report to Agency in writing within five (5) business days of the date on which City becomes aware of such incident; and

Provide Agency the results of the incident assessment findings and resolution strategies. City shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

If Agency determines that City security measures or actions required under section 5.A are inadequate to address the security requirements of Agency, Agency will notify City. Agency and City may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Contract.

Agency may request additional information from City related to security measures, and may change, suspend or terminate access to or use of a Agency computer system or Information Assets by City, its officers, employees, agents or subcontractors.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by City, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Contract, in the sole discretion of Agency. Agency may also pursue any other legal remedies provided under the law.

XIX. REQUIRED INSURANCE

City shall obtain at City's sole expense the insurance specified in this section 4 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. City shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. City may also fulfill this insurance obligation through a program of self-insurance.

i. WORKERS COMPENSATION. All employers, including City, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

ii. EMPLOYERS' LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

If City is a subject employer, as defined in ORS 656.023, City shall obtain employers' liability insurance coverage. City shall provide proof of insurance of not less than the following amounts as determined by the Agency:

- ☒ \$500,000.00 Per occurrence limit for any single claimant; and
☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants.

iii. PROFESSIONAL LIABILITY

☐ Required by Agency ☒ Not required by Agency.

☐ Professional Liability. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. City shall provide proof of insurance of not less than the following amounts as determined by the Agency:

- ☐ \$(Agency to enter amount) Per occurrence limit for any single claimant; and
☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants

OR

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

☐ Per occurrence limit for any single claimant:

From commencement of the Agreement term to June 30, 2010: \$1,500,000.
July 1, 2010 to June 30, 2011: \$1,600,000.
July 1, 2011 to June 30, 2012: \$1,700,000.
July 1, 2012 to June 30, 2013: \$1,800,000.
July 1, 2013 to June 30, 2014: \$1,900,000.
July 1, 2014 to June 30, 2015: \$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term to June 30, 2010: \$3,000,000.
July 1, 2010 to June 30, 2011: \$3,200,000.
July 1, 2011 to June 30, 2012: \$3,400,000.
July 1, 2012 to June 30, 2013: \$3,600,000.
July 1, 2013 to June 30, 2014: \$3,800,000.
July 1, 2014 to June 30, 2015: \$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

iv. COMMERCIAL GENERAL LIABILITY.

☐ Required by Agency ☒ Not required by Agency.

☐ **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. City shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

- ☐ \$(Agency to enter amount) Per occurrence limit for any single claimant; and
☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants

OR

☐ Per occurrence limit for any single claimant:

From commencement of the Agreement term to June 30, 2010: \$1,500,000.
July 1, 2010 to June 30, 2011: \$1,600,000.
July 1, 2011 to June 30, 2012: \$1,700,000.
July 1, 2012 to June 30, 2013: \$1,800,000.
July 1, 2013 to June 30, 2014: \$1,900,000.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

July 1, 2014 to June 30, 2015: \$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term to June 30, 2010: \$3,000,000.
July 1, 2010 to June 30, 2011: \$3,200,000.
July 1, 2011 to June 30, 2012: \$3,400,000.
July 1, 2012 to June 30, 2013: \$3,600,000.
July 1, 2013 to June 30, 2014: \$3,800,000.
July 1, 2014 to June 30, 2015: \$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

- ☐ \$(Agency to enter amount) Per occurrence limit for any single claimant; and
☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants

OR

- ☐ Per occurrence limit for any single claimant:
From commencement of the Agreement term to June 30, 2011: \$100,100, and

- ☐ Per occurrence limit for multiple claimants:
From commencement of the Agreement term to June 30, 2011: \$500,600.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

- ☐ Required by Agency ☒ Not required by Agency.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). City shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

- ☐ \$(Agency to enter amount) Per occurrence limit for any single claimant; and

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants

OR

☐ Per occurrence limit for any single claimant:

From commencement of the City term to June 30, 2010:	\$1,500,000.
July 1, 2010 to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

☐ Per occurrence limit for multiple claimants:

From commencement of the City term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

☐ \$(Agency to enter amount) Per occurrence limit for any single claimant; and

☐ \$(Agency to enter amount) Per occurrence limit for multiple claimants

OR

☐ Per occurrence limit for any single claimant:

From commencement of the City term to June 30, 2011: \$100,100, and

☐ Per occurrence limit for multiple claimants:

From commencement of the City term to June 30, 2011: \$500,600.

From July 1, 2010, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

AUTOMOBILE LIABILITY. Automobile Liability Insurance, including MCS-90 endorsement, with a combined single limit of no less than \$ [If applicable, contact DAS Risk Management] or equal to the U.S. Department of Transportation requirements,

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of City, its agents and employees of owned, non-owned or hired vehicles.]

vi. POLLUTION LIABILITY.

☐ Required by Agency ☒ Not required by Agency.

Pollution Liability Insurance covering City's liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by City, all arising out of the Goods delivered or Services (including transportation risk) performed under this Agreement. Combined single limit per occurrence shall not be less than \$ [If applicable, contact DAS Risk Management]. Annual aggregate limit shall not be less than \$ [If applicable, contact DAS Risk Management].]

vii. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the Agency, its officers, employees and agents as Additional Insureds but only with respect to City's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, City shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) City's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if City elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then City shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. City shall provide to Agency, upon Agency's request, certification of the coverage required under this section 4.C.

INTERGOVERNMENTAL AGREEMENT

IGA # 90G000237

D. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from the City or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by Agency.

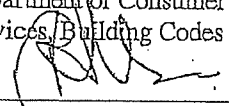
E. CERTIFICATE(S) OF INSURANCE. City shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). City shall pay for all deductibles, self-insured retention and self-insurance, if any.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

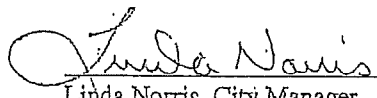
XXI. SIGNATURES

Department of Consumer and Business
Services/Building Codes Division


Patrick Allen, Administrator

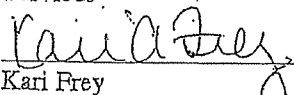
Date

City of Salem

 8/26/11
Linda Norris, City Manager

Date

Department of Consumer and Business
Services

 8/30/11
Kari Frey
Designated Procurement Officer

Date

